

TRUST DEED

DEPT-01 \$12.00
T#4444 TRAN 0887 07/20/89 07:39:00
03308 \*E \*89-329959

CTTC 7

TITLE ABOVE SPACE FOR RECORD COUNTY RECORDER

THIS INDENTURE, made July 14 19 89, between NANCY STIBOLT EDDY FRANK K. HEAP, TRUSTEE U/A DTD 11/19/40 fbo Thomas Bodloy Stibolt

herein referred to as "Mortgagors," and CHICAGO TITLE AND TRUST COMPANY, INC. herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Two Hundred Forty-four Thousand Seven Hundred Fifty-three and 61/100 (\$244,753.61)

Dollars.

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BANKER TRUSTEE

and delivered, in and by which said Note the Mortgagors promise to pay on demand the said principal sum and interest from July 14 1989 on the balance of principal remaining from time to time unpaid at the rate of per cent per annum in installments (including principal and interest) as follows: one percent above the prime rate charged from time to time by the Northern Trust Company, Chicago, Illinois

of 19 and thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the day of All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each instalment unless paid when due shall bear interest at the rate of per annum, and all of said principal and interest being made payable at such banking house or trust company in Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of in said City;

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the Village of Northfield COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 10 (except the south 25 feet thereof) and all of Lot 9 in Block 10 in George F. Nixon and Company's Home Budget Addition to Northfield, a subdivision of Lot 20 and the West 1/2 of Lot 19 in County Clerk's Division of Section 24, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

89329959

PIN: 04-24-407-038

Common Address: 260 Eaton, Northfield, IL

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and in a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including without restricting the foregoing, screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

WITNESS the hand and seal of Mortgagors the day and year first above written.

(SEAL) Nancy Stibolt Eddy (SEAL) Nancy Stibolt Eddy (SEAL)

STATE OF ILLINOIS, i. Barbara Reaser SS. a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT NANCY STIBOLT EDDY

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Notarial Seal: Barbara Reaser, Notary Public, State of Illinois, My Commission Expires 5/28/92

Notary Public

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UNOFFICIAL COPY

PLACE IN RECORDER'S OFFICE BOX NUMBER

Chicago, Illinois 60602

70 W. Madison Street,

Bell, Boyd & Lloyd, Suite 3200,

FOR THE PROTECTION OF BOTH THE BORROWER AND TRUST COMPANY, TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

CHICAGO TRUST AND TRUST COMPANY, Trustee

Frank K. Hepp, Trustee

Identification No. NSP 1

1. Mortgages shall be deemed to be duly recorded and improvements now or hereafter made on the premises which may become damaged or destroyed... THE COVENANTS, CONDITIONS AND PROVISIONS SET FORTH ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

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